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**NOTE: CHANGES MADE BY THE COURT**

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

JAVIER GOMEZ, an individual,  
GOLDSTAR MUSIC &  
MANAGEMENT LLC, a Puerto Rico  
limited liability company, and  
HECTOR DELGADO ROMAN p/f/a  
"HECTOR EL FATHER", an  
individual,

Plaintiff,

v.

UMG RECORDINGS, INC., a  
Delaware corporation, and DOES 1  
through 20, inclusive,,

Defendant.

CASE NO. 2:24-cv-4310 JAK (SKx)  
Judge: Hon. John A. Kronstadt

**STIPULATED PROTECTIVE  
ORDER EXCEPT AS MODIFIED  
BY THE COURT**

[Discovery Document submitted to  
Hon. Steve Kim]

Filed: May 23, 2024

1 1. A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,  
3 proprietary, or private information for which special protection from public  
4 disclosure and from use for any purpose other than prosecuting this litigation may  
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
6 enter the following Stipulated Protective Order. The parties acknowledge that this  
7 Order does not confer blanket protections on all disclosures or responses to  
8 discovery and that the protection it affords from public disclosure and use extends  
9 only to the limited information or items that are entitled to confidential treatment  
10 under the applicable legal principles. The parties further acknowledge, as set forth  
11 in Section 12.3 (Filing Protected Material), below, that this Stipulated Protective  
12 Order does not entitle them to file confidential information under seal; Civil Local  
13 Rule 79-5 sets forth the procedures that must be followed and the standards that  
14 will be applied when a party seeks permission from the court to file material under  
15 seal.

16 B. GOOD CAUSE STATEMENT

17 This action is likely to involve trade secrets and other valuable research,  
18 development, commercial, financial, technical and/or proprietary information for  
19 which special protection from public disclosure and from use for any purpose other  
20 than prosecution of this action is warranted. Such confidential and proprietary  
21 materials and information consist of, among other things, confidential business or  
22 financial information, information regarding confidential business practices, or  
23 other confidential research, development, or commercial information (including  
24 information implicating privacy rights of third parties), information otherwise  
25 generally unavailable to the public, or which may be privileged or otherwise  
26 protected from disclosure under state or federal statutes, court rules, case decisions,  
27 or common law. Accordingly, to expedite the flow of information, to facilitate the  
28 prompt resolution of disputes over confidentiality of discovery materials, to

adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

2. DEFINITIONS

2.1 Action: the instant action, *Javier Gomez, et al. v. UMG Recordings, Inc.*, C.D. Cal. Case No. 2:24-cv-4310 JAK (SKx).

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored, or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

~~“HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES ONLY”  
Information or Items: extremely sensitive “CONFIDENTIAL”  
Information or Items, the disclosure of which to another Party or Non-  
Party would create a substantial risk of serious harm that could not be  
avoided by less restrictive means.~~

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as

1 “CONFIDENTIAL.” ~~or “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES~~  
2 ~~ONLY.”~~

3 2.6 Disclosure or Discovery Material: all items or information, regardless  
4 of the medium or manner in which it is generated, stored, or maintained (including,  
5 among other things, testimony, transcripts, and tangible things), that are produced or  
6 generated in disclosures or responses to discovery in this matter.

7 2.7 Expert: a person with specialized knowledge or experience in a matter  
8 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
9 an expert witness or as a consultant in this Action.

10 2.8 House Counsel: attorneys who are employees of a party to this Action.  
11 House Counsel does not include Outside Counsel of Record or any other outside  
12 counsel.

13 2.9 Non-Party: any natural person, partnership, corporation, association,  
14 or other legal entity not named as a Party to this action.

15 2.10 Outside Counsel of Record: attorneys who are not employees of a party  
16 to this Action but are retained to represent or advise a party to this Action and have  
17 appeared in this Action on behalf of that party or are affiliated with a law firm which  
18 has appeared on behalf of that party, including support staff.

19 2.11 Party: any party to this Action, including all of its officers, directors,  
20 employees, consultants, retained experts, and Outside Counsel of Record (and their  
21 support staffs).

22 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
23 Discovery Material in this Action.

24 2.13 Professional Vendors: persons or entities that provide litigation support  
25 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
26 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
27 and their employees and subcontractors.

2.14 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL.” ~~or “HIGHLY CONFIDENTIAL”~~  
~~ATTORNEYS’ EYES ONLY.”~~

2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

### 3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material during a court hearing or at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material during a court hearing or at trial.

### 4. DURATION

Even after final disposition of this litigation, as defined in Section 13 (FINAL DISPOSITION), the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs.

### 5. DESIGNATING PROTECTED MATERIAL

A. Exercise of Restraint and Care in Designating Material for Protection.  
Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

1 Mass, indiscriminate, or routinized designations are prohibited.  
2 Designations that are shown to be clearly unjustified or that have been made for an  
3 improper purpose (e.g., to unnecessarily encumber the case development process  
4 or to impose unnecessary expenses and burdens on other parties) may expose the  
5 Designating Party to sanctions.

6 If it comes to a Designating Party's attention that information or items that it  
7 designated for protection do not qualify for protection, that Designating Party must  
8 promptly notify all other Parties that it is withdrawing the inapplicable designation.

9 B. Manner and Timing of Designations. Except as otherwise provided in  
10 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise  
11 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
12 under this Order must be clearly so designated before the material is disclosed or  
13 produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic  
16 documents, but excluding transcripts of depositions or other pretrial or trial  
17 proceedings), that the Producing Party affix at a minimum, the legend  
18 "CONFIDENTIAL" ~~or "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES~~  
19 ~~ONLY"~~ (hereinafter "CONFIDENTIAL legend" ~~or "HIGHLY CONFIDENTIAL—~~  
20 ~~ATTORNEYS' EYES ONLY~~ legend"), to each page that contains protected material.  
21 If the information is contained in a file format that does not reasonably allow for the  
22 affixing of such legend, then the Producing Party may designate for the protection  
23 the information within such file by stating such designation via the transmittal e-mail  
24 or letter, or by producing a slip sheet in its production which identifies the bates  
25 number of the file in question and the confidentiality designation for that file. If only  
26 a portion or portions of the material on a page qualifies for protection, the Producing  
27 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
28 markings in the margins).

1 A Party or Non-Party that makes original documents available for  
2 inspection need not designate them for protection until after the inspecting Party  
3 has indicated which documents it would like copied and produced. During the  
4 inspection and before the designation, all of the material made available for  
5 inspection shall be deemed “CONFIDENTIAL.” ~~or “HIGHLY CONFIDENTIAL~~  
6 ~~—ATTORNEYS’ EYES ONLY.”~~ After the inspecting Party has identified the  
7 documents it wants copied and produced, the Producing Party must determine  
8 which documents, or portions thereof, qualify for protection under this Order.  
9 Then, before producing the specified documents, the Producing Party must affix  
10 the “CONFIDENTIAL ~~legend~~” ~~or “HIGHLY CONFIDENTIAL—ATTORNEYS’~~  
11 ~~EYES ONLY~~ legend” to each page that contains Protected Material. If only a  
12 portion or portions of the material on a page qualifies for protection, the Producing  
13 Party also must clearly identify the protected portion(s) (e.g., by making  
14 appropriate markings in the margins).

15 (b) for testimony given in depositions that the Designating Party  
16 identify the Disclosure or Discovery Material on the record, before the close of the  
17 deposition all protected testimony.

18 (c) for information produced in some form other than documentary  
19 and for any other tangible items, that the Producing Party affix in a prominent place  
20 on the exterior of the container or containers in which the information is stored the  
21 legend “CONFIDENTIAL.” If only a portion or portions of the information warrants  
22 protection, the Producing Party, to the extent practicable, shall identify the protected  
23 portion(s).

24 C. Inadvertent Failures to Designate. If timely corrected, an inadvertent  
25 failure to designate qualified information or items does not, standing alone, waive  
26 the Designating Party’s right to secure protection under this Order for such material.  
27 Upon timely correction of a designation, the Receiving Party must make reasonable



1 efforts to assure that the material is treated in accordance with the provisions of this  
2 Order.

3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 A. Timing of Challenges. Any Party or Non-Party may challenge a  
5 designation of confidentiality at any time that is consistent with the Court's  
6 Scheduling Order.

7 B. Meet and Confer. The Challenging Party Shall initiate the dispute  
8 resolution process under Civil Local Rule 37-1 et seq.

9 C. The burden of persuasion in any such challenge proceeding shall be on  
10 the Designating Party. Frivolous challenges, and those made for an improper  
11 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
12 parties), may expose the Challenging Party to sanctions. Unless the Designating  
13 Party has waived or withdrawn the confidentiality designation, all parties shall  
14 continue to afford the material in question the level of protection to which it is  
15 entitled under the Producing Party's designation until the Court rules on the  
16 challenge.

17 7. ACCESS TO AND USE OF PROTECTED MATERIAL

18 A. Basic Principles. A Receiving Party may use Protected Material that is  
19 disclosed or produced by another Party or by a Non-Party in connection with this  
20 Action only for prosecuting, defending, or attempting to settle this Action. Such  
21 Protected Material may be disclosed only to the categories of persons and under the  
22 conditions described in this Order. When the Action has been terminated, a  
23 Receiving Party must comply with the provisions of Section 13 below (FINAL  
24 DISPOSITION).

25 Protected Material must be stored and maintained by a Receiving Party at a  
26 location and in a secure manner that ensures that access is limited to the persons  
27 authorized under this Order.

28



1 B. Disclosure of “CONFIDENTIAL” Information or Items. Unless  
2 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
3 Receiving Party may disclose any information or item designated  
4 “CONFIDENTIAL” only to:

5 (a) the Receiving Party’s Outside Counsel of Record in this Action,  
6 as well as employees of said Outside Counsel of Record to whom it is reasonably  
7 necessary to disclose the information for this Action;

8 (b) the officers, directors, and employees (including House Counsel)  
9 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

10 (c) Experts (as defined in this Order) of the Receiving Party to whom  
11 disclosure is reasonably necessary for this Action and who have signed the  
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 (d) the Court and its personnel;

14 (e) court reporters and their staff;

15 (f) professional jury or trial consultants, mock jurors, and  
16 Professional Vendors to whom disclosure is reasonably necessary for this Action and  
17 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (g) the author or recipient of a document containing the information  
19 or a custodian or other person who otherwise possessed or knew the information;

20 (h) during their depositions, witnesses, and attorneys for witnesses,  
21 in the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
22 party requests that the witness sign the form attached as Exhibit A hereto; and (2)  
23 they will not be permitted to keep any confidential information unless they sign the  
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
25 agreed by the Designating Party or ordered by the Court. Pages of transcribed  
26 deposition testimony or exhibits to depositions that reveal Protected Material may be  
27 separately bound by the court reporter and may not be disclosed to anyone except as  
28 permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

~~7.3—Disclosure of “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY” only to:~~

~~(a)—the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;~~

~~(b)—House Counsel of the Receiving Party;~~

~~(c)—Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);~~

~~(d)—the Court and its personnel;~~

~~(e)—private court reporters and their staff to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);~~

~~(f)—professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);~~

~~(g)—the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;~~

~~(h)—any mediator or settlement officer, and their supporting personnel mutually agreed upon by any of the parties engaged in settlement discussions.~~

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
IN OTHER LITIGATION

1 If a Party is served with a subpoena or a court order issued in other litigation  
2 that compels disclosure of any information or items designated in this Action as  
3 “CONFIDENTIAL” ~~or “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES~~  
4 ~~ONLY,”~~ that Party must:

5 (a) promptly notify in writing the Designating Party. Such  
6 notification shall include a copy of the subpoena or court order;

7 (b) promptly notify in writing the party who caused the subpoena or  
8 order to issue in the other litigation that some or all of the material covered by the  
9 subpoena or order is subject to this Protective Order. Such notification shall include  
10 a copy of this Stipulated Protective Order; and

11 (c) cooperate with respect to all reasonable procedures sought to be  
12 pursued by the Designating Party whose Protected Material may be affected.

13 If the Designating Party timely seeks a protective order, the Party served  
14 with the subpoena or court order shall not produce any information designated in  
15 this action as “CONFIDENTIAL” ~~or “HIGHLY CONFIDENTIAL—~~  
16 ~~ATTORNEYS’ EYES ONLY”~~ before a determination by the court from which the  
17 subpoena or order issued, unless the Party has obtained the Designating Party’s  
18 permission. The Designating Party shall bear the burden and expense of seeking  
19 protection in that court of its confidential material, and nothing in these provisions  
20 should be construed as authorizing or encouraging a Receiving Party in this Action  
21 to disobey a lawful directive from another court.

22 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
23 PRODUCED IN THIS LITIGATION

24 (a) The terms of this Order are applicable to information produced by  
25 a Non-Party in this Action and designated as “CONFIDENTIAL” ~~or HIGHLY~~  
26 ~~CONFIDENTIAL—ATTORNEYS’ EYES ONLY.”~~ Such information produced by  
27 Non-Parties in connection with this litigation is protected by the remedies and relief

1 provided by this Order. Nothing in these provisions should be construed as  
2 prohibiting a Non-Party from seeking additional protections.

3 (b) In the event that a Party is required, by a valid discovery request,  
4 to produce a Non-Party's confidential information in its possession, and the Party is  
5 subject to an agreement with the Non-Party not to produce the Non-Party's  
6 confidential information, then the Party shall:

7 (1) promptly notify in writing the Requesting Party and the Non-  
8 Party that some or all of the information requested is subject to a confidentiality  
9 agreement with a Non-Party;

10 (2) promptly provide the Non-Party with a copy of the Stipulated  
11 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
12 specific description of the information requested; and

13 (3) make the information requested available for inspection by the  
14 Non-Party, if requested.

15 (c) If the Non-Party fails to seek a protective order from this Court  
16 within 14 days of receiving the notice and accompanying information, the Receiving  
17 Party may produce the Non-Party's confidential information responsive to the  
18 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
19 Party shall not produce any information in its possession or control that is subject to  
20 the confidentiality agreement with the Non-Party before a determination by the Court.  
21 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
22 of seeking protection in this Court of its Protected Material.

23 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

24 If a Receiving Party learns that, by inadvertence or otherwise, it has  
25 disclosed Protected Material to any person or in any circumstance not authorized  
26 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
27 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
28 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform

1 the person or persons to whom unauthorized disclosures were made of all the terms  
2 of this Order, and (d) request such person or persons to execute the  
3 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
4 A.

5 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
6 PROTECTED MATERIAL

7 When a Producing Party gives notice to Receiving Parties that certain  
8 inadvertently produced material is subject to a claim of privilege or other  
9 protection, the obligations of the Receiving Parties are those set forth in Federal  
10 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
11 whatever procedure may be established in an e-discovery order that provides for  
12 production without prior privilege review. Pursuant to Federal Rule of Evidence  
13 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
14 of a communication or information covered by the attorney-client privilege or  
15 work product protection, the parties may incorporate their agreement in the  
16 stipulated protective order submitted to the Court.

17 12. MISCELLANEOUS

18 A. Right to Relief. Nothing in this Order abridges the right of any person  
19 to seek its modification by the Court in the future.

20 B. Right to Assert Other Objections. By stipulating to the entry of this  
21 Protective Order, no Party waives any right it otherwise would have to object to  
22 disclosing or producing any information or item on any ground not addressed in this  
23 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
24 ground to use in evidence of any of the material covered by this Protective Order.

25 C. Filing Protected Material. A Party that seeks to file under seal any  
26 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
27 only be filed under seal pursuant to a court order authorizing the sealing of the  
28 specific Protected Material at issue. If a Party’s request to file Protected Material

1 under seal is denied by the court, then the Receiving Party may file the information  
2 in the public record unless otherwise instructed by the court.

3 13. FINAL DISPOSITION

4 Final disposition shall be deemed to be the later of (1) dismissal of all claims  
5 and defenses in this Action, with or without prejudice; and (2) final judgment  
6 herein after the completion and exhaustion of all appeals, rehearings, remands,  
7 trials, or reviews of this Action, including the time limits for filing any motions or  
8 applications for extension of time pursuant to applicable law. After the final  
9 disposition of this Action, within 60 days of a written request by the Designating  
10 Party, each Receiving Party must return all Protected Material to the Producing  
11 Party or destroy such material. As used in this subdivision, “all Protected  
12 Material” includes all copies, abstracts, compilations, summaries, and any other  
13 format reproducing or capturing any of the Protected Material. Whether the  
14 Protected Material is returned or destroyed, the Receiving Party must submit a  
15 written certification to the Producing Party (and, if not the same person or entity, to  
16 the Designating Party) by the 60 day deadline that (1) identifies (by category,  
17 where appropriate) all the Protected Material that was returned or destroyed; and  
18 (2) affirms that the Receiving Party has not retained any copies, abstracts,  
19 compilations, summaries, or any other format reproducing or capturing any of the  
20 Protected Material. Notwithstanding this provision, Counsel are entitled to retain  
21 an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
22 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
23 reports, attorney work product, and consultant and expert work product, even if  
24 such materials contain Protected Material. Any such archival copies that contain  
25 or constitute Protected Material remain subject to this Protective Order as set forth  
26 in Section 4 (DURATION).

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: January 17, 2025

MITCHELL, SILBERBERG & KNUPP LLP

By: /s/ Marc E. Mayer

David A. Steinberg (SBN 130593)

Marc E. Mayer (SBN 190969)

Alexandra L. Anfuso (SBN 333440)

Attorneys for Defendant

UMG Recordings, Inc.

DATED: January 17, 2025

SINGH, SINGH & TRAUBEN, LLP

By: /s/ Michael A. Trauben

Michael A. Trauben (SBN 277557)

Attorneys for Plaintiffs

Attestation Regarding Signatures: I, Marc E. Mayer, attest that all signatories listed, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

By: /s/ Marc E. Mayer

Marc E. Mayer

**FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

DATED: January 21, 2025



Honorable Steve Kim

United States Magistrate Judge



EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Stipulated Protective Order that  
was issued by the United States District Court for the Central District of California  
on [date] in the case of *Javier Gomez, et al. v. UMG Recordings, Inc.*, C.D. Cal.  
Case No. 2:24-cv-4310 JAK (SKx). I agree to comply with and to be bound by all  
the terms of this Stipulated Protective Order, and I understand and acknowledge  
that failure to so comply could expose me to sanctions and punishment in the  
nature of contempt. I solemnly promise that I will not disclose in any manner any  
information or item that is subject to this Stipulated Protective Order to any person  
or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District  
Court for the Central District of California for the purpose of enforcing the terms  
of this Stipulated Protective Order, even if such enforcement proceedings occur  
after termination of this action. I hereby appoint \_\_\_\_\_  
[print or type full name] of \_\_\_\_\_ [print  
or type full address and telephone number] as my California agent for service of  
process in connection with this action or any proceedings related to enforcement of  
this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_